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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 FEDERAL NATIONAL MORTGAGE
11 ASSOCIATION,

12 Plaintiff,

13 vs.

14 JAYEM FAMILY L.P.; and SUN CITY
15 ANTHEM COMMUNITY ASSOCIATION,
16 INC.,

17 Defendants.

Case No.: 2:17-cv-01800-JAD-GWF

STIPULATION AND ORDER

ECF No. 22

18 Plaintiff FEDERAL NATIONAL MORTGAGE ASSOCIATION (“Fannie Mae”),
19 Defendant JAYEM FAMILY, LP (“Jayem”) and Defendant SUN CITY ANTHEM
20 COMMUNITY ASSOCIATION, INC. (the “HOA”) (collectively hereinafter referred to as the
21 “Parties”), by and through their respective counsel of record, hereby stipulate and agree as
22 follows.

23 1. The above-captioned action concerns title to real property commonly known as
24 2921 Hayden Creek Terrace, Henderson, Nevada 89052 - APN 191-13-213-005 – (the
25 “Property”) and further legally described as stated in that Deed of Trust recorded on May 5, 2006
26 as Instrument number 20060505-0004357 in the Office of the Clark County Recorder (the “Deed
27 of Trust”).

28 2. Fannie Mae and Jayem have entered into a separate Settlement Agreement and
Release (the “Agreement”) as a matter of compromise to adjudicate their respective interest in

1 and/or to the Property.

2 3. Pursuant to the Agreement, it is hereby stipulated and agreed Jayem is the owner
3 of the Property by way of a homeowners association foreclosure sale occurring on or about
4 September 11, 2014 as reflected in that Foreclosure Deed recorded on September 15, 2014 as
5 Instrument number 20140915-0001335 in the Office of the Clark County Recorder (the "HOA
6 Sale").

7 4. Pursuant to the Agreement, it is hereby stipulated and agreed that Fannie Mae is
8 the owner and record beneficiary of the Deed of Trust, and that Fannie Mae has received sums to
9 release or reconvey the Deed of Trust.

10 5. Pursuant to the Agreement, it is hereby stipulated and agreed that Jayem owns the
11 Property free and clear of the Deed of Trust.

12 6. Pursuant to the Agreement, it is hereby stipulated and agreed that Jayem will
13 receive the surplus funds or excess proceeds from the HOA Sale in the amount of \$94,713.85,
14 currently held by Red Rock Financial Services, and that Red Rock Financial Services is hereby
15 ordered to immediately pay the surplus funds or excess proceeds to Jayem.

16 7. In light of the foregoing, Fannie Mae hereby dismisses its remaining claims
17 against the HOA, without prejudice.

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1 8. Pursuant to the Agreement and dismissal of remaining claims against the HOA,
2 the Parties hereby submit this Stipulation and Order for the Court to adopt as a final order,
3 judgment and decree of the above-captioned action, with each party to bear their own attorney's
4 fees and costs as to each other.

5 **IT IS SO STIPULATED AND AGREED**

6 DATED this 23rd day of July, 2018.

DATED this 23rd day of July, 2018.

7 WRIGHT, FINLAY & ZAK, LLP

TAKOS LAW GROUP, LTD.

8 /s/ Christina V. Miller

/s/ Zachary P. Takos

9 Christina V. Miller
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14 *Federal National Mortgage Association*

Zachary P. Takos
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1980 Festival Plaza Dr., Suite 300
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Attorney for Defendant
Jayem Family, LP

12 DATED this 23rd day of July, 2018.

13 THE CLARKSON LAW GROUP, P.C.

14 /s/ Matthew McAlonis

15 Matthew McAlonis, Esq.
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17 2300 W. Sahara Ave., Suite 950
18 Las Vegas, Nevada 89102
19 *Attorney for Defendant Sun City Anthem*
20 *Community Association, Inc.*

18 **ORDER**

19 Based on the parties' stipulation [ECF No. 22] and good cause appearing, IT IS HEREBY
20 ORDERED that THIS ACTION IS DISMISSED with prejudice, each party to bear its own fees
21 and costs. The **Clerk of Court** is directed to **CLOSE THIS CASE**.

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23 U.S. District Judge Jennifer A. Dorsey
24 Dated: July 23, 2018
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